

Broadvox-CLEC, LLC
NY PSC No. 3 – Telephone Access
Effective: April 14, 2014

Leaf 14
Revision: 1
Superseding Revision: 0

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.5 Terms and Conditions

- 2.5.1** Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.5.2** At the expiration of the initial term specified in each service order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- 2.5.3** In the event an action is brought or an attorney is retained by Company to enforce the terms the tariffs of the Company or to collect any moneys due thereunder, Company will be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, reasonable costs of investigation and other related expenses incurred in connection therewith. (T)
- 2.5.4** Customer hereby agrees that any and all disputes or actions filed by Customer against Company shall be brought by Customer in its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. There shall be no right or authority for any disputes or actions to be filed on a class action basis or in a purported representative capacity on behalf of other parties similarly situated, and Customer hereby expressly, knowingly, irrevocably, voluntarily, unequivocally and intentionally waives any such right to file same.
- 2.5.5** If at any time there is a dispute between the parties regarding this tariff and performance hereunder, the parties agree that they will within ten (10) days following written notice by either party ("Meeting Notice"), engage in face-to-face negotiations in Cleveland, Ohio, or by teleconference, in an attempt to resolve the dispute ("Dispute Meeting"). The parties shall send senior executives with full and complete knowledge and settlement authority ("Settlement Representatives") to the Dispute Meeting. In the event that the Dispute Meeting does not result in a final, binding resolution of the dispute within five (5) days of such Dispute Meeting, the parties may, within five (5) days following notice by either party ("Mediation Notice"), choose a mutually agreeable third party neutral, who shall mediate the dispute between the parties. Mediation shall take place in Cleveland, Ohio within thirty (30) days of the Mediation Notice, shall be non-binding and shall be confidential. The parties shall refrain from court proceedings during the mediation process insofar as they can do so without prejudicing their legal rights. The parties shall send Settlement Representatives to the mediation and shall participate in good faith and in accordance with the recommendations of the mediator, and shall follow the procedures for mediation as suggested by the mediator and agreed upon by the parties. All expenses of mediation except expenses of the individual parties, shall be shared equally by the parties. If the parties are unable to resolve the dispute in good faith by the conclusion of the mediation, which may be extended by agreement of the parties, then the dispute shall be finally determined by a court of law. (T)

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